

EXHIBIT

“A”

IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA

Qui Roberts

Case No.: 18CV5434

Plaintiff

VS

State Bridge Company LLC + PrimeStar Fund ITRS, INC

Defendant

SUMMONS

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file electronically with the Clerk of said court at <https://efilega.tylerhost.net/ofswb> and serve upon the Plaintiff's attorney, whose name, address and email is:

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

This 18 day of May, 2018.

Honorable Debra DeBerry
Clerk of Superior Court

By /s/ Selena Anderson
Deputy Clerk

E-Filing and E-Service

Pursuant to the Superior Court of DeKalb County's E-File Order, dated December 27, 2016, and available at www.dksuperiorclerk.com/civil, the parties must file all documents electronically through eFileGA unless expressly exempted under the Rule. All orders and notices from the Court will be electronically filed and served through eFileGA. The parties must register for an eFileGA account, link their service contact information with the case and the party represent, and take whatever steps are necessary to ensure that correspondence from eFileGA reaches the parties' inboxes. To access eFileGA, please go to <http://www.odysseefilega.com/>

IN THE SUPERIOR COURT OF DEKALB COUNTY

STATE OF GEORGIA

ONI ROBERTS

PLAINTIFF

**CASE NO.
18CV5434**

Vs.

STATEBRIDGE COMPANY, LLC

AND

PRIMESTAR FUND 1 TRS, INC

DEFENDANT(S)

**ONI ROBERTS- IN PRO PER
PLAINTIFF
5371 CHARITY WAY
STONE MOUNTAIN, GA 30083
(404) 518- 6496**

**BRET J. CHANESS
LAW FIRM FOR DEFENDANT
3745 AVALON RIDGE PLACE
SUITE 100
PEACHTREE CORNERS, GA
(678) 281- 2730**

**MOTION/ ORDER GRANTING STAY OF ALL PROCEEDINGS
UNTIL THIS CASE HAS BEEN ADJUDICATED AT DEKALB COUNTY
STATE COURT FINAL ORDER**

At a session held in the Dekalb County State Court,

State of Georgia, on _____

Present: Honorable _____

DEKALB COUNTY JUDGE

**This matter having come before the Court, Plaintiff Oni Roberts request
The Honorable Judge _____, Court Grant a Stay of
Proceedings of a judgment entered on January 4, 2018, are granted. Both
Cases Arise out of the same transaction of fact.**

**IT IS ORDERED, STAY OF ALL PROCEEDING TO CASE #
16cv5275-2 UNTIL FINAL ORDER OF THE SUPERIOR COURT OF
DEKALB COUNTY .**

SUPERIOR COURT JUDGE

DATE

FILED 5/18/2018 4:34 PM CLERK OF SUPERIOR COURT DEKALB COUNTY GEORGIA

General Civil and Domestic Relations Case Filing Information Form

☒ Superior or ☐ State Court of Georgia County

For Clerk Use Only	
Date Filed: <u>5/18/2018</u>	Case Number: <u>18CV5434</u>
MM-DD-YYYY	

Plaintiff(s) Roberts, Oni

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Last First Middle I. Suffix Prefix

Plaintiff's Attorney Pro PerDefendant(s) State Bridge Co LLC

Last First Middle I. Suffix Prefix

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Last First Middle I. Suffix Prefix

Bar Number _____ Self-Represented ☐

Check One Case Type in One Box

General Civil Cases

- ☐ Automobile Tort
☐ Civil Appeal
☐ Contract
☐ Garnishment
☐ General Tort
☐ Habeas Corpus
☐ Injunction/Mandamus/Other Writ
☐ Landlord/Tenant
☐ Medical Malpractice Tort
☐ Product Liability Tort
☒ Real Property
☐ Restraining Petition
☐ Other General Civil

Domestic Relations Cases

- ☐ Adoption
☐ Dissolution/Divorce/Separate Maintenance
☐ Family Violence Petition
☐ Paternity/Legitimation
☐ Support - IV-D
☐ Support - Private (non-IV-D)
☐ Other Domestic Relations

Post-Judgment - Check One Case Type

- ☐ Contempt
☐ Non-payment of child support, medical support, or alimony
☐ Modification
☐ Other/Administrative

- ☐ Check if the action is related to another action(s) pending or previously pending in this court involving some or all of the same parties, subject matter, or factual issues. If so, provide a case number for each.

116 CV 5275-2

Case Number

Case Number

- ☒ I hereby certify that the documents in this filing, including attachments and exhibits, satisfy the requirements for redaction of personal or confidential information in O.C.G.A. § 9-11-7.1.

- ☐ Is an interpreter needed in this case? If so, provide the language(s) required. N/A

Language(s) Required

- ☐ Do you or your client need any disability accommodations? If so, please describe the accommodation request.

N/A

FILED 5/18/2018 4:34 PM CLERK OF SUPERIOR COURT DEKALB COUNTY GEORGIA

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

ONI ROBERTS

PLAINTIFF

CASE NO.

Vs.

18CV5434

STATEBRIDGE COMPANY, LLC

AND

PRIMESTAR FUND 1 TRS, INC

DEFENDANT(S)

**ONI ROBERTS- IN PRO PER
PLAINTIFF
5371 CHARITY WAY
STONE MOUNTAIN, GA 30083
(404) 518- 6496**

**BRET J. CHANESS
ATTORNEY FOR DEFENDANT
3745 AVALON RIDGE PLACE
SUITE 100
PEACHTREE CORNERS, GA
(770) 246-3300
(678) 245-4808**

**COMPLAINT OF SERVICING FRAUD COMMITTED BY
STATEBRIDGE COMPANY, LLC, AND PRIMESTAR FUND 1 TRS, INC
FOR VIOLATION OF THE DECEPTIVE TRADES PRACTICES ACT
BASED ON UNCERTIFIED ASSIGNMENT DOCUMENTS WHICH
CREATED A CREDIT DEFAULT SWAP CAUSING AN UNJUST
ENRICHMENT AND DEMAND FOR QUIET TITLE!**

NOW COMES Plaintiff, ONI ROBERTS - *Temporarily In Pro Per* and for its Complaint to Quiet Title states as follows:

(1.) This action involves Real Property situated in the City of Stone Mountain, Dekalb County, and State of Georgia, More specifically described as:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 74 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA AND BEING LOT 8, IVY RIDGE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 118, PAGES 43-44 DEKALB COUNTY, GEORGIA RECORDS, AS REVISED AT PLAT BOOK 118, PAGE 96, DEKALB COUNTY, GEORGIA RECORDS, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR THE PURPOSE OF INCORPORATING HEREIN.

JURISDICTION AND VENUE

(2.) Plaintiff- Oni Roberts invokes the Jurisdiction of this Court and asserts that this Court has In Rem Jurisdiction over this Real Property and Subject Matter Jurisdiction over the Legal Claims alleged in this Complaint and Long Arm Jurisdiction over this Defendant.

(3.) Plaintiff is the **Current Lawful Owner** of the Subject Property pursuant to a **Fee Simple Deed-Dated-July 25 2006**. **Attached hereto as: Exhibit A.**

Common Allegations

(4.) Plaintiff has discovered certain bogus instruments which purported to divest Plaintiff of all interest in the subject property by way of Silent Fraud, Recorded Conveyance and Instruments- Certified Copies on October 13, 2014 The rules of evidence require the creditor to introduce evidence of evidentiary of a Material fact. Instead Fraud and or Irregularity are throughout the Documents. Validation was requested, but went unanswered per October 13, 2014 per **Exhibit B**.

(5.) The fact is a promissory note falls under UCC Art. 3 because it is a negotiable instrument, once it is securitized, it falls under UCC Art. 8 & 9 as a security, deeds are always registered as and evidence of debt... notes is never registered... selling un-Registered Securities is and automatic right of rescission of the original note... it is negotiable.

(6.) The alleged Principal is in violation of UCC § 201 (39). He/ She Is also in Violation of undisclosed Principal to a Mortgage over \$25,000.00 which after several request for Validation, He/ She Either failed or refuse to validate the alleged Debt and is now in Default for non response of § 809 15 USC 1692. This created a Disparage Contract which for him was Lawful but not legal and a possible criminal violation per this unknown person as being, Neither the FINANCIAL POWER OF ATTORNEY acted in silence and minus a name and address nor P-number to validate his/her position.

(7.) That after a further inspection and review it was found that a transfer of the note carries with it the security, without any formal assignment or delivery, or even mention of the latter. If not assignable at law, it is clearly so in equity. When the amount due on the note is ascertained in the foreclosure proceeding, equity recognizes it as conclusive, and decrees accordingly. Whether the title of the assignee is legal or equitable is immaterial, because nothing is conveyed unless it is validly conveyed.

(8.) The rules of evidence require the creditor to introduce evidence of evidentiary of a Material fact. Instead Fraud and or Irregularity are throughout the Documents. Validation was requested, but went unanswered per October 13, 2014.

(9.) The law states § 812 [15 USC 1692j] Furnishing certain deceptive forms. It is unlawful to design, compile and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating.

(10.) That if the Assignment is fraudulent and therefore, it is void as a matter of law. Because everything that flows from this is tainted with fraud and must be revoked. See, e.g. Wolcott v Winchester 81 Mass, 461, 465 (1860) the possession of the debt [is] essential to an effective mortgage...without it [one cannot] maintain an action to foreclose the mortgage.

(11.) A valid assignment transfers the ownership of the mortgage and allows the assignee of the assignment to begin a foreclosure action. Only the holder/owner of the note and mortgage can institute a foreclosure action if the homeowner stops making their mortgage payments, any other action is unfair, deceptive and unconscionable.

(12.) That document named [ASSIGNMENT OF SECURITY DEED] and dated to be recorded on 04/24/2014 to the Clerk of Superior Court, DeKalb County, Georgia, is proof of a Data Breach per the statement is [MADE BY: ONI ROBERTS] that made BANK OF AMERICA [Beneficiary] is also bogus data per Plaintiff not having actual knowledge of this data existence signed by known [ROBO SIGNERS] Yomari Quintannilla also Mercedes Judilla has committed this act and tried to cover it up in a [REMIC] which caused the carrot to become carrot juice and made the alleged transaction either void or voidable as a matter of law based on not having a notary sign under the Penalty of Perjury and proof STATEBRIDGE COMPANY, LLC has/had no interest in Plaintiff's Property and a violation of Title 18- Section 241, because Maria Ear Casanova stated to have personal knowledge of the facts stated herein and know them to be true, in an Affidavit – dated –June 21, 2016, Which clearly states the following:

No agent or attorney of a fictitious entity can sign an Affidavit for the corporation. The attorney cannot swear as fact that the corporation has done or not done ANYTHING? The posting, listing, foreclosing and selling also levies and issuing liens on Plaintiff's Property was in violation of Title 18-Section 241 and a violation of the Constitution and/or Commercial Law and here is why!

Attached hereto as Exhibit C.

(13.) This letter is in response to Plaintiff's validation request in April 2014, and stated to be [THE NOTICE OF SERVICING TRANSFER] to hide the request also prolong the truth some [FIVE MONTHS] later is a bogus document based on

the following statement: Current Servicer is Fay Servicing, P.O. Box 809441, Chicago, IL 60680-9441, and be valid as a legal company cannot operate from a P.O. Box. This Alleged loan transfer was a Psychological Implication of a loan ONLY and will not suffice. **Attached hereto as: Exhibit D.**

(14.) Selling a property under false pretenses creates an unjust enrichment and will make Plaintiff the injured party of a malicious injury where Defendants, knowingly, willingly and intentionally committed these acts with malice is a criminal offense over \$25,000.00.

(15.) In the case of **Heintz –v- Jenkins, 514 US 291, at 291 (1995) FDCPA** Applies to Lawyers engaged in debt collection and states specifically as follow: *a lawyer who regularly tries to obtain payment of consumer debts through legal proceedings meets the Act's definition of debt collector': one who "regularly collects or attempts to collect, directly or indirectly, [consumer] debts owed another."* 15 U.S. C. Section 1692a(6) Additionally, a 1986 senate report 99-405 included attorney's as well as judges in the prohibitions.

(16.) Lawyers obligated to disclose faulty foreclosure paperwork and Lawyers representing banks and other mortgage service companies must tell the courts if they know of paperwork problems known felonies in their client's foreclosure cases, according to the Bar's Professional Ethics Committee.

(17.) A Bar staff opinion held it makes no difference whether the case was open or closed or what stage an open case is at in terms of the lawyers duty. The opinion said that under Rule 4-3.3(Candor Toward the Tribunal), the improperly prepared affidavits constitute false evidence, and the lawyer has a duty to disclose that to the Courts.

CASE LAW IN SUPPORT

(18.) Once bifurcation occurs, then the security has been broken. Under **Carpenter v. Longan, 83 US 271 (1872)** the Deed of Trust/Mortgage must follow the promissory note, but if the promissory note is assigned to one party, while the Deed of Trust names another party, we have a break in the chain of title.

(19.) **Silent Fraud Case: Court of Appeals of Michigan, Salem Hanna NAMOU, Plaintiff-Appellant, v. DELHI FAMILY RESTAURANT, LTD., f/k/a**

Golden Gate Restaurant and Lounge, Inc., and Louis J. Vlahakis, Defendants-Appellees. No. 192568. April 11, 1997 MICHAELS v. AMWAY CORP. MICH. APP 644, 652; 522 NW2d 703 (1994). "A mere Promise that is broken is neither fraud nor evidence of fraud." Id Plaintiff's reliance on US FIDELITY & GUARANTY CO v. BLACK, 412 MICH. 99, 126-127; 313 NW2d 77 (1981), is misplaced because the statements at issue in US FIDELITY were of existing fact, in contrast to Vlahakis' statement of intent.

(20.) All Defendants also are in violation of the Servicer Performance Agreement due to its poor bookkeeping of accounts also a violation of the **REMIC LAW** which is a Tax Violation under the IRS that has criminal intent to defraud the Government!

Unsigned documents proved to be invalid which is why the (3) **CRA** (credit reporting agency) cannot report a debt. This allows them to qualify as a Real Estate Mortgage Investment Conduit (**REMIC**), rather than an ordinary Real Estate Investment Trust (**REIT**). As long as the (Mortgage Backed Security) **MBS** is a qualified **REMIC**, no income tax will be charged to the **MBS**. For purposes of this action, Trust and **MBS** are interchangeable. **REMIC**- Under the Internal Revenue Code)(**CODE**), the issuance of **CMBS** involves the formation of a **REMIC**, a legal entity governed by Section 860A through 860G of the code. The **REMIC** is a **TRUST** or other entity which holds commercial mortgages and pays the interest and principal it receives from those mortgages to its owners, the holders of **CMBS**. An entity which complies with the **REMIC** rules is treated as a pass-through entity for tax purposes ,ie, the income it receives is taxed to the (Commercial Mortgage Backed Securities) **CMBS** holders, but the **REMIC** itself does not owe any Tax. Congress and the IRS have been concerned that the exemption from entity-level tax granted to **REMIC**; not be available to entities engaged in an active business, But only to entities that serve as passive investment vehicles. According, Tax Rules prohibit a **REMIC** from, among other things.

(21.) The Assignment is fraudulent and therefore, it is void as a matter of law. Because everything that flows from this is tainted with fraud and must be revoked. See, e.g. *Wolcott v Winchester* 81 Mass, 461, 465 (1860) the possession of the debt [is] essential to an effective mortgage....without it [one cannot] maintain an

action to foreclose the mortgage, also **FRAUDULENT CONCEALMENT** - When a person sustains to another a position of trust and confidence, his failure to disclose facts that he has a duty to disclose is a fraud as an actual misrepresentation *Blanton v. Sherman Compress Co.*, 256 S.W. 2d 884, 1953.


(22.) *DLJ CAPITAL, INC. v. PARSONS, CASE NO. 07-MA-17 (2008)* A genuine issue of material fact existed as to whether or not appellee was the real party in interest as there was no evidence on the record of an assignment. *Reversed for lack of standing*. Also the Court of Appeals case also ruled that the servicer doesn't have standing to foreclose. *Court of Appeals of Michigan case, RESIDENTIAL FUNDING CO, LLC f/k/a, RESIDENTIAL FUNDING CORPORATION Plaintiff-Appellee - v- GERALD SAURMAN Defendant-Appellant, No.290248, KENT CIRCUIT COURT, LC No. 08-011138-AV and BANK OF NEW YORK TRUST COMPANY Plaintiff- Appellant -v- COREY MESSNER Defendant-Appellant, No. 291443, JACKSON CIRCUIT COURT, LC No. 08-003406-AV*

(23.) *U.S. BANK NATIONAL ASSOCIATION v Ibanez and Wells Fargo Bank, N.A v LaRace*, 458 MASS.637 (2011).

WHEREFORE, Plaintiff request that this Honorable Court:

- A. Determine that Plaintiff is the Fee Simple Title Holder to the Subject Property,
- B. Determine that Defendants interests, if any are declared invalid and forever Extinguished; and
- C. Return the property to its rightful owner, and double its value of Two Hundred and Fifty Thousand Dollars and Zero Cents, \$250,000.00 for defending the fraudulent action and void Ab initio, void from the beginning.

Dated: May 18, 2018

Respectfully submitted,

ONI ROBERTS
5371 CHARITY WAY
STONE MOUNTAIN, GA 30083
(404) 518-6496

BRET J. CHANESS
RUBIN LUBLIN
ATTORNEY FOR DEFENDANT
3145 AVALON RIDGE PLACE, SUITE 100
PEACHTREE CORNERS, GA 30071
(678) 281-2730
(770) 246-3300

EXHIBIT-A

File #5032 / 5371 Charity Way
Oni Roberts

Return to:
Shuping, Morse & Ross, LLP
6259 Riverdale Road
Riverdale, GA 30274
Attn: Reconveyance Dept.

SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF HARRIS

THIS INDENTURE is made the 25th day of July, in the year TWO
THOUSAND SIX between

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE

as party or parties of the first part, hereinafter called Grantor and

ONI ROBERTS and FORREST G. ROBERTS, JR.

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH that: GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 74 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING LOT S. IVY RIDGE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 118, PAGES 43-44, DEKALB COUNTY, GEORGIA RECORDS, AS REVISED AT PLAT BOOK 118, PAGE 96, DEKALB COUNTY, GEORGIA RECORDS, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR THE PURPOSE OF INCORPORATING HEREIN.

THIS CONVEYANCE is executed subject to all easements, covenants and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the

rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the proper use, benefit and behoof of said Grantee forever in **FEE SIMPLE**.

AND THE SAID GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor only.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE**

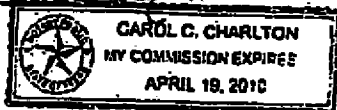
By: Stacy Bailey
Name: Stacy Bailey
Title: Vice President
LITTON LOAN SERVICING, LP
By: ATTORNEY-IN-FACT
Name: _____
Title: _____

Signed, sealed and delivered in
the presence of:

Carol C. Charlton Notary Public

Witness

Notary Public



(CORPORATE SEAL)



Deed Book 19045 Pg 46

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 74 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING LOT 8, IVY RIDGE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 118, PAGES 43-44; DEKALB COUNTY, GEORGIA RECORDS, AS REVISED AT PLAT BOOK 118, PAGE 96, DEKALB COUNTY, GEORGIA RECORDS, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR THE PURPOSE OF INCORPORATING HEREIN.

EXHIBIT-B

Name: Oni Roberts

Bank: Unknown

Servicer: STATEBRIDGE COMPANY, LLC

Date: October 13, 2014

Loan:

(alleged) borrower name : Oni Roberts

Property Address: 5371 CHARITY WAY

STONE MOUNTAIN, GA 30083

RE: RESPA Qualified Written Request, Complaint, and Dispute of Debt and Validation of Debt Letter

Dear Correspondence Department:

I am writing to you to request specific itemized information about the accounting and servicing of my mortgage in order to assist me in understanding various charges, credits, debits, transactions, actions, payments, analyses and records related to the servicing of my loan from its inception to the present date.

I am disputing the validity of the current debt you claim that I owe. To date, your company has failed to a bill of particulars, including full documentation of my closing paperwork. I have reason to believe that your calculations are in error.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of my mortgage loan from its inception until the present date. Upon receipt of this letter, please refrain from reporting any negative credit information to any credit reporting agencies until you have fully responded to this request.

In order to conduct this examination and audit, I need to have full and immediate disclosure including copies of all pertinent information regarding my loan. The documents requested and answers to questions are needed to ensure the following:

- **Forward the CUSIP number from the application of this transaction.**

- That each servicer and sub-servicer of my mortgage has serviced my mortgage in accordance with the terms of my mortgage, promissory note and/or deed of trust;
- That each servicer and sub-servicer of my mortgage has serviced my mortgage in compliance with local, state and federal statutes, laws and regulations;
- That my loan has properly been credited, debited, adjusted, amortized and charged correctly;
- That interest and principal have been properly calculated and applied to my loan;
- That my principal balance has been properly calculated and accounted for;
- That no charges, fees or expenses that I am not contractually bound to pay have been charged or assessed to or collected on my account;

In order to validate my debt and audit my account, I need copies of pertinent documents to be provided and answers in writing to various servicing questions to be sent to me at the above-noted address.

For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on my account.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please provide me copies of:

- All deeds in lieu, modifications to my mortgage, promissory note or deed of trust from the inception of my loan to the present date.
- All contracts or agreements bearing my signature, specifically including but not limited to the original mortgage agreement.
- The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.
- All escrow analyses conducted on my account from the inception of my loan until the date of this letter;
- The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, hazard insurance premiums, commissions, etc.
- Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by me or by others on my account.
- All copies of property inspection reports, appraisals, BPOs and reports done on my property.
- All invoices for each charge such as including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, hazard insurance premiums, commissions, or any other expense which has been charged to my mortgage account from the inception of my loan to the present date.
- All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories,

accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date.

- All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date.

Further, in order to conduct the audit and review of my account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of my mortgage account from its inception to the present date. Accordingly, please provide me, in writing, detailed answers to the questions listed below.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on my account and the date such credit was posted to my account as well as the date any credit was received.
- 2) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on my account and the date such credit was posted to my account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize.

ORIGINAL DOCUMENTATION

- 1) Where is the original promissory note or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 2) Where is the original deed of trust I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

LATE FEES

- 1) Have you reported the collection of late fees or late charges on my account as interest in any statement to me or to the IRS?

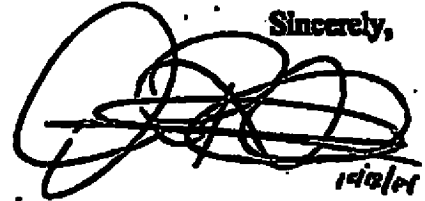
CORRESPONDENCE

- 1) Do you deny the receipt of my correspondence .

Please provide me with the documents I have requested and a detailed answer, in writing, to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit may be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

I understand that under Section 6 of RESPA you are required to acknowledge this request within 20 business days and must demonstrate a good faith effort to resolve the issue within 60 business days. As such, I anticipate and appreciate your thorough and timely response so that this matter may be swiftly and fully resolved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Oni Roberts', with a date '12/1/17' written below it.


ONI ROBERTS

All rights reserved without recourse

EXHIBIT-C

2014091433 DEED BOOK 24438 Pg 660
 Filed and Recorded:
 01/24/2014 12:07:34 PM
 Deane Oakery
 Clerk of Superior Court
 DeKalb County, Georgia

This space is for recording only.

 DocID# - 1848725032619653	Recording Requested By: Bank of America	When recorded mail to:
	Prepared By: Yamari Quintanilla 800-444-4302 101 S. Marwege Ave. Pasadena, CA 91101	Avenue 365 Lender Services, LLC 401 Plymouth Road Suite 550 Plymouth Meeting, PA 19462 Chicago, IL 60642
Property Address: 5371 Charity Way Stone Mountain, GA 30083-3660 Call 800-444-4302 or 770-434-1400		

ASSIGNMENT OF SECURITY DEED

For Value Received, the undersigned holder of a Security Deed (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR PROF-2013-83 REMIC TRUST III, whose address is 60 LIVINGSTON AVENUE, EP-MIN-WS3D, ST. PAUL, MN 55107, ATTENTION: STRUCTURED FINANCE SERVICES - PROF all beneficial interest under this certain Security Deed described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Security Deed.


Beneficiary: BANK OF AMERICA, N.A.
 Made By: ONI ROBERTS AND FORREST G ROBERTS JR., MARRIED
 Date of Security Deed: 7/25/2005
 Original Loan Amount: \$302,000.00

Recorded in DeKalb County, GA on: 8/13/2006, book 18945, page 31 and instrument number 2004-015549

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Security Deed to be executed on
MAR 19 2011

BANK OF AMERICA, N.A.

By: 
 Taylor Jackson
 Assistant Vice President

By: 
 Mercedes Jordin
 Assistant Vice President

Witness: 
 Tasha Williams

Witness: 
 Shari Murodyan

State of California
 County of Los Angeles

On _____ before me, _____, Notary Public, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: _____ (Seal)
 My Commission Expires: _____

(SEE ATTACHED)

TAKEYOURHOMEBACK.COM LIST OF ROBO-SIGNERS

What is a robo-signer?

<http://www.youtube.com/watch?v=-5AxxaqPR7o>

Robo-signing refers to a variety of practices. It can mean a qualified executive in the mortgage industry signs a mortgage affidavit document without verifying the information. It can mean someone forges an executive's signature, or a lower-level employee signs his or her own name with a fake title. It can mean failing to comply with notary procedures. In all of these cases, robo-signing involves people signing documents and swearing to their accuracy without verifying any of the information. Robo-signers are also mortgage lending company employees who prepared and signed off on foreclosures without reviewing them, as the law requires. Jeffrey Stephan, the GMAC employee who was the first identified as a robo-signer, has acknowledged in sworn deposition that he prepared 400 such foreclosures a day. Furthermore, Ameriquest loan had been assigned to it "effective of" August 2005. The document was dated July 7, 2010, three years after Ameriquest had ceased to exist and was signed by Stephan, who was identified as a "Limited Signing Officer" for Ameriquest Mortgage Company

Linda Green - FEATURED ON 60 MINUTES

<http://www.cbsnews.com/video/watch/?id=7361572n&tag=contentMain;contentAux> was an employee of Lender Processing Services in Alpharetta, GA. Green signed several hundred thousand Mortgage Assignments. There are many distinctly different versions of the Linda Green signature. So far, John O'Brien, Registrar in the Registry of Deeds for just part of Essex County has found 22 DIFFERENT versions of Linda Green signatures on paperwork from 33 DIFFERENT banks and mortgage companies. "My office is a crime scene," says John O'Brien. If one of those phony signatures is on your mortgage paperwork - it puts the ownership of your house in question. Green frequently signed Assignments to trusts several years after the closing dates of the trust. Green also signed as an officer of companies that had filed for bankruptcy or were no longer in existence. The discovery of robo-signers could simply be the tip of the iceberg. If so, more revelations could only increase the pressure on large banks. Their potential exposure to losses could skyrocket into the hundreds of billions in liability and fines from the regulatory agencies and law enforcement. So far, no individuals, lenders or paperwork processors have been charged with a crime over the robo-signed signatures found on documents last year. Critics such as April Charney, a Florida homeowner and defense lawyer, called the settlement a farce because no real punishment was meted out, making it easy for lenders and mortgage processors to continue the practice of robo-signing. "Robo-signing is not even close to over," says Curtis Hertel, the recorder of deeds in Ingham County, Mich., which includes Lansing. "It's still an epidemic."

Quintana, Leticia – Leticia Quintana – MERS robo signer

<http://www.foreclosurehamlet.org/profiles/blogs/leticia-quintana-robo-signer>

<http://livinglies.wordpress.com/2011/06/25/recording-office-refuses-robo-signed-documents/>

<http://www.foreclosurehamlet.org/profiles/blogs/not-to-offend-anybody-by>

Quintanilla, Yomari – Yomari Quintanilla signing as MERS Assistant Secretary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492574&m=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492576&m=1&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492578&m=2&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492580&m=3&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492582&m=4&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492584&m=5&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50492582&m=4&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50646665&m=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50646667&m=1&pi=0&ref=search>

Witness here for Bank of America prepared for CoreLogic-

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497339&m=90&pi=9&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497348&m=91&pi=9&ref=search>

Rader, Kelly- Kelly Rader - robo signer

<http://shamethebanks.org/jorge/robo-signer-misdeeds-may-help-homeowners>

<http://livinglies.wordpress.com/2011/01/28/foreclosure-hamlet-you-know-its-robo-signed-if-their-name-is/>

Raglin, Chiquita- Chiquita Raglin is a Notary Public and as an employee of McCalla Raymer-

www.operationrest.org/GAClassActionwww.operationrest.org/xSites/Agents/OperationRestorationInc/Content/UploadedFiles/ClassActionLawSuit.pdf dockets.justia.com/search?query=Pr
ommis+Solutions%2C+LLC&ircuit=11

Ramirez, Elsie -Elsie Ramirez is a notary in West Palm Beach, FL, who often notarizes the signature of Scott Anderson of Ocwen.

Ramos, Vincente Ekachal – Vincente Ekachal Ramos notary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497348&m=91&pi=9&ref=search>

Raymond, Tony**ReconTrust Company- ReconTrust Co., the foreclosure arm of Bank of America Corp.**

<http://www.mfi-miami.com/2011/03/hundreds-of-oregon-foreclosure-sales-stopped-after-judges-rulings/>

<http://twainsthoughts.com/2011/05/14/michigan-attorney-generals-office-investigating-possible-mortgage-document-fraud-in-saginaw-county/>

Slee, Swarupa – Swarupa Slee signing as MERS Assistant Secretary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497339&rn=90&pi=9&ref=search>

Romero, Miguel – Miguel Romero signing as Assistant Secretary of MERS

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497339&rn=90&pi=9&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497348&rn=91&pi=9&ref=search>

Littleford, Carol Marie – Carol Marie Littleford as notary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497339&m=90&pi=9&ref=search>

Roldan, Luis – Luis Roldan signing as MERS Assistant Secretary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497348&rn=91&pi=9&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394462&rn=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394474&rn=6&pi=0&ref=search>

Ramos, Vincente Ekachai – Vincente Ekachai Ramos notary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50497348&m=91&pi=9&ref=search>

Crain, Youda – Youda Crain- claims she is an independent Mortgage Funder, previously employed by Skyline Financial Corp.

http://www.linkedin.com/profile/view?id=64746719&authType=name&authToken=z2Hr&locale=en_US&pvs=pp&trk=ppro_viewmore

Diaz, Irma – Irma Diaz – notary – In Ventura County, CA

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394462&m=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394464&m=1&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394474&m=6&pi=0&ref=search>

Kamyabi, Bud – Bud Kamyabi- signing as MERS Assistant Secretary

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394462&m=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394464&m=1&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394474&m=6&pi=0&ref=search>

Nieblas, Debbie – Debbie Nieblas – prepared assignments of mortgage for CoreLogic

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394462&m=0&pi=0&ref=search>

<http://205.166.161.12/oncoreV2/showdetails.aspx?id=50394464&m=1&pi=0&ref=search>

Other robo signers in Ventura County, CA office:

Mary Ann Hierman

Mercedes Judilla

Srbul Muradyan

Diana De Avila

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

PRIMESTAR FUND I TRS, INC.,

Plaintiff,

v.

**ONI ROBERTS, FORREST G. ROBERTS, JR.,
& ALL OTHER PERSONS IN POSSESSION
OF 5371 CHARITY WAY, STONE
MOUNTAIN, GA 30083,**

Defendants.


Case No. 16cv5275-2

NOTICE OF FILING ORIGINAL AFFIDAVIT

COMES NOW, Primestar Fund I TRS, Inc. ("Primestar"), Plaintiff in the above-styled civil action, and hereby files the following original affidavit with the Court:

- 1. Affidavit of Statebridgs Company, LLC.**

Respectfully submitted, this 23 day of June, 2016.


**BRET J. CHANESS (GA Bar No. 720572)
SMITA GAUTAM (GA Bar No. 628374)
RUBIN LUBLIN, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
(678) 281-2730 (Telephone)
(404) 921-9016 (Facsimile)
bchaness@rubinlublin.com**

Attorneys for Primestar Fund I TRS, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have, this 23 day of June, 2016, served all parties in this matter with the foregoing by placing a true and correct copy of same in the United States Mail, with first-class prepaid postage affixed thereto, properly addressed as follows:

Oni Roberts
5371 Charity Way
Stone Mountain, GA 30083

Forrest G. Roberts
5371 Charity Way
Stone Mountain, GA 30083

All Occupants
5371 Charity Way
Stone Mountain, GA 30083


BRET J. CHANESS (GA Bar No. 720572)

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

PRIMESTAR FUND I TRS, INC.,

Plaintiff,

v.

**ONI ROBERTS, FORREST G. ROBERTS, JR.,
& ALL OTHER PERSONS IN POSSESSION
OF 5371 CHARITY WAY, STONE
MOUNTAIN, GA 30083,**

Defendants.

Case No. 16cv5275-2

AFFIDAVIT OF STATEBRIDGE COMPANY, LLC

PERSONALLY APPEARED before me, a Notary Public duly authorized by law to administer oaths, Maria Ear Casanova (the "Affiant"), who having first been duly sworn, states:

1. I, Maria Ear Casanova, am competent in all respects to testify regarding the matters set forth herein. I am a Senior Litigation Associate for Statebridge Company, LLC ("Statebridge"), and I have personal knowledge of the facts stated herein and know them to be true. This Affidavit is given voluntarily in support of the Plaintiff's Motion to Compel Rent.

2. Statebridge is the servicer for the mortgage loan on September 15, 2014 secured by the Security Deed executed by Oni Roberts and Forrest Roberts, Jr. (the "Borrowers") on July 25, 2006, and recorded on August 15, 2006, in Deed Book 19045, Page 31, DeKalb County, Georgia records (the "Security Deed"), encumbering the real property located at 5371 Charity Way, Stone Mountain, GA 30083 (the "Property").

3. On October 6, 2015, the Security Deed was foreclosed upon.

4. Prior to foreclosure of the Security Deed, the Borrowers' regular monthly payment due under the Security Deed consisted of a principal amount of \$709.94, interest in the amount of \$571.46, and escrow (taxes and insurance) in the amount of \$511.44, for a total sum of \$1,792.84, as evidenced by the December 5, 2014 Mortgage Statement (the "Mortgage Statement") attached hereto as Exhibit "1".

5. The Mortgage Statement is a type of record kept in the course of a regularly conducted business activity of Statebridge, and it is the regular practice of Statebridge to make and keep such records.

FURTHER, AFFIANT SAYETH NOT.

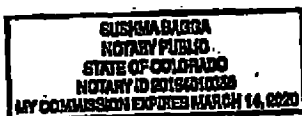
I have read the foregoing, and it is true and correct based upon my personal knowledge of the facts, and I authorize its use for any and all purposes allowed by law.

This 21st day of June, 2016


Name: Maria Bar Casanova
Title: Senior Litigation Associate

Sworn to and subscribed before me
on the date above written.


NOTARY PUBLIC
My Commission Expires: 3-14-20
[NOTARY SEAL]



Statebridge Company, LLC
 Customer Service: (866) 466-3360
 info@statebridgecompany.com
 NMLSR ID: 132893
 NC License #: XXXXXXXXXX

Mortgage Statement

Statement Date: 12/5/2014

Account Number [REDACTED]
 Payment Due Date 1/1/2015
 Amount Due \$63,141.30
If payment is received after 1/15/15, \$0.00 late fee will be charged.

ONI ROBERTS
 5371 CHARITY WAY
 STONE MOUNTAIN GA 30083

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under its security instrument, including the right to foreclose its lien.

Account Information	
Outstanding Principal	\$272,581.97
Interest Rate	2.75%
Prepayment Penalty	No

Past Payments Breakdown		
	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Total	\$0.00	\$0.00

Explanation of Amount Due	
Principal	\$709.84
Interest	\$571.48
Escrow (Taxes and Insurance)	\$511.44
Regular Monthly Payment	\$1,792.84
Total Fees and Charges	\$0.00
Overdue Payment	\$81,348.46
Total Amount Due	\$63,141.30

Transaction Activity (11/15/2014 to 12/4/2014)			
Date	Description	Charges	Payments
11/17/2014	Inspections Disbursement	\$11.45	
11/17/2014	Inspections Disbursement	\$11.45	

Detach Here

Property Address:
 5371 CHARITY WAY
 STONE MOUNTAIN GA 30083

Loan ID: [REDACTED]	Mortgage Payment Coupon
Amount Due:	
Due By 1/1/2015:	\$63,141.30
<i>\$0.00 late fee will be charged after 01/15/2015</i>	
Additional Principal	\$
Additional Escrow	\$
Total Amount Enclosed	\$
Make check payable to Statebridge Company, LLC	

Statebridge Company, LLC
 5680 Greenwood Plaza Blvd
 Suite 100 S
 Greenwood Village, CO 80111

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of December 4, 2014, you are 1,008 days delinquent on your mortgage loan.

Recent Account History

- Payment due 7/1/14: Unpaid balance of \$52,384.26
- Payment due 8/1/14: Unpaid balance of \$1,792.84
- Payment due 9/1/14: Unpaid balance of \$1,792.84
- Payment due 10/1/14: Unpaid balance of \$1,792.84
- Payment due 11/1/14: Unpaid balance of \$1,792.84
- Payment due 12/1/14: Unpaid balance of \$1,792.84
- Current payment due 1/1/15: \$1,792.84
- Total: \$63,141.30 due. You must pay this amount to bring your loan current.

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:

- U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sdv/hoc/hcs.cfm> or call (800) 568-4287

**RUBIN LUBLIN LLC**

3145 Avalon Ridge Place • Suite 100 • Peachtree Corners • GA • 30071

Phone: 770.246.3300 • Fax: 404.601.5846

BETHANY JOCKERS
LITIGATION PARALEGAL**DIRECT LINE: (678) 812-4656**
DIRECT FAX: (404) 921-9016
BJOCKERS@RUBINLUBLIN.COM**June 23, 2016**

Superior Court of DeKalb County
Attn: Ms. Debra Deberry
Clerk of Superior Court
556 North McDonough Street
Ground Floor
Decatur, Georgia 30030

Re: Primestar Fund I TRS, Inc. v. Oni Roberts, Forrest G. Roberts, Jr., et al.
Superior Court of DeKalb County, State of Georgia
Case No. 16CV5275-2

Dear Clerk:**Enclosed please find the following for filing in the above-referenced matter:**

- **Notice of Filing Original Affidavit**

Once filed, please return the stamp-filed copy to our office in the enclosed self-addressed envelope. If you have any questions, or if you require any additional information, please do not hesitate to contact me. Thank you for your time and attention to this matter.

Sincerely,

Bethany Jockers
Paralegal to Bret J. Chaness

Enclosures

EXHIBIT-D



August 18, 2014

1-877-541-2136 • 1-773-401-0100 • 800-000-0000



ONI ROBERTS
5371 CHARITY WAY
STONE MTN GA 30083-3660

RE: Real Property Located at:
5371 CHARITY WAY
STONE MOUNTAIN GA 30083

Fay Servicing, LLC
Loan No. 48242

NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred, effective Wednesday September 3, 2014. This means that after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Fay Servicing, LLC is now collecting your payments. Fay Servicing, LLC will stop accepting payments received from you after Tuesday September 2, 2014.

Statebridge Company LLC will collect your payments going forward. Your new servicer will start accepting payments from you on Wednesday September 3, 2014.

Send all payments due on or after Wednesday September 3, 2014 to Statebridge Company LLC at this address: Attn: Payment Processing, 5680 Greenwood Plaza Blvd, Suite 100 S, Greenwood Village, CO 80111

If you have any questions for either your present servicer, Fay Servicing, LLC or your new servicer Statebridge Company LLC, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer: Fay Servicing, LLC Customer Service Dept. (800) 495-7166 440 S. LaSalle Suite 2000 Chicago, IL 60605	New Servicer: Statebridge Company LLC 1-866-466-3360 Attn: General Correspondence 5680 Greenwood Plaza Blvd, Suite 100 S Greenwood Village, CO 80111
--	--

Effective 01/10/2014

CERTIFICATE OF SERVICE

I, PLAINTIFF ONI ROBERTS, hereby certify that on this 23rd day of January, 2018, served the Defendant with the within and foregoing by placing a true and correct copy of Complaint to StateBridge Company LLC, and PrimeStar Fund I TRS, INC same by way of: **Process Service AND**

Certified Mail: 7014 2870 0000 3001 0717

USPS Tracking: 9590 9403 0691 5196 7047 28

affixed thereto, properly addressed as follows:


**BRET J. CHANESS
RUBIN LUBLIN, LLC
LAW FIRM FOR DEFENDANT
3145 AVALON RIDGE PLACE
SUITE 100
PEACHTREE CORNERS
GA 30071 0
PHONE: (404) 577- 6000
FAX: (404) 921-901**

**SMITA GAUTAM- 628374
RUBIN LUBLIN, LLC
LAW FIRM FOR DEFENDANT
3145 AVALON RIDGE PLACE
SUITE 100
PEACHTREE CORNERS
GA 30071
PHONE# (678) 812-4664**

Respectfully submitted,

May 18, 2018
Date

By:


**ONI ROBERTS- IN PRO PER
5371 CHARITY WAY
STONE MOUNTAIN, GA 30083
(404) 518-6496**

FILED 5/25/2018 11:31 AM CLERK OF SUPERIOR COURT DEKALB COUNTY GEORGIA

IN THE SUPERIOR COURT OF DEKALB COUNTY,
STATE OF GEORGIA

ONI ROBERTS

CASE NO: 18CV5434

PLAINTIFF,

Vs.

STATEBRIDGE COMPANY, LLC. AND
PRIMESTAR FUND 1 TRS, INC.

DEFENDANT,

AFFIDAVIT OF SERVICE

Personally appeared before me, the undersigned officer duly authorized to administer oaths, Donnie C. Briley, who, first being duly sworn, on oath deposes and states that he is citizen of the United States and 18 years of age or older and is a party having no interest in the above-styled case. Affiant further states that on May 21st at 12:03 p m, I served Primestar Fund 1 TRS, LLC. by serving Jane Richardson who is authorized to accept for the registered agent CT Corporation System at her place of business located at 289 S. Culver St. Lawrenceville, GA, 30046 with the following: SUMMONS, MOTION/ORDER GRANTING STAY OF ALL PROCEEDINGS UNTIL THIS CASE HAS BEEN ADJUDICATED AT DEKALB COUNTY STATE COURT FINAL ORDER, GENERAL CIVIL AND DOMESTIC RELATIONS CASE FILING INFORMATION FORM and COMPLAINT OF SERVICING FRAUD COMMITTED BY STATEBRIDGE COMPANY, LLC, AND PRIMESTAR FUND 1 TRS, INC FOR VIOLATION OF THE DECEPTIVE TRADE PRACTICES ACT BASED ON UNCERTIFIED ASSIGNMENT DOCUMENTS WHICH CREATED A CREDIT DEFAULT SWAP CAUSING AN UNJUST ENRICHMENT AND DEMAND FOR QUIET TITLE.

Jane Richardson fit's the following physical description: White female, 50-60 years old, 5'8"-5'9" in height, 165-170 pounds, and blonde hair.

I declare under penalty of perjury that the foregoing is true and correct.

This 22nd of May, 2018.

Linda S. Kieffer

Subscribed and sworn to
Before me this 22nd
Day of May, 2018,
And notarized by me on this date.



Donnie C. Briley
Process Server
Donnie C. Briley
2110 Spruce Lake Dr.
Dacula, Georgia 30019

FILED 5/25/2018 11:31 AM CLERK OF SUPERIOR COURT DEKALB COUNTY GEORGIA

**STATE OF GEORGIA
IN THE OFFICE OF SHERIFF/MARSHAL/CONSTABLE
OF DEKALB COUNTY
STATE OF GEORGIA**

ONI ROBERTS

Plaintiff,

v.

PRIMESTAR FUND I TRS, INC

and STATEBRIDGE COMPANY, LLC

§

Defendants,

§ Hon. Judge: ASHA F. JACKSON

§ Civil Action File Number:

§ 18CV5434

§ Jury Trial Demanded

SERVED BY Process Server: Serves-Them-Right, LLC

**AFFIDAVIT PRESENTED TO THE SHERIFF PURSUANT TO O.C.G.A. §§ 44-14-30;
44-14-31 AND 44-14-32**

PLAINTIFF- ONI ROBERTS Grantor and "Title Claimant" of the land and property located at 5371 CHARITY WAY, STONE MOUNTAIN, GA 30083.

Who after being duly sworn or affirmed, depose and states the following facts to be true and correct to the best of my personal knowledge and belief:

1. A dispossessory warrant has been issued against Plaintiff, which contains false, fraudulent and misleading information for the purpose of separating Plaintiff from her lawfully held property located at 5371 Charity Way, Stone Mountain, GA 30083.

2. As Plaintiff of land and property, Plaintiff is not a tenant at sufferance, Plaintiff is a possessor in good faith to a right of possession of the subject property and any document or information to the contrary is false, and misleading. In a proceeding to eject an intruder, the sole question concerns the good faith of the defendant in entering upon land and in claiming the right

of possession; title is only incidentally involved. Lane v. Williams, 114 Ga. 124, 39 S.E. 919 (1901); Forman v. Pelham, 8 Ga. App. 822, 70 S.E. 158 (1911).

3. Plaintiff believes that a hearing was held at Magistrate Court of Dekalb County where a filling was given to the judge of said Court to separate Plaintiff from her property, by placing all of Plaintiff's property outside of the property boundary pursuant to a dispossessory warrant sworn to by an agent in opposition of Plaintiff's claim of ownership.

4. Plaintiff has knowledge that the Sheriff Marshall Constable of Dekalb County may have received request for a writ, as his agents or attorney in fact, which was sworn to before an officer authorized to administer oaths stating that in good faith the party has the right of possession to the subject property pursuant to O.C.G.A. § 44-11-30, which states:

When any person, either by himself, his agent, or his attorney in fact, shall take and subscribe an affidavit in writing before any officer authorized to administer an oath setting forth that he claims, in good faith, the right of possession to the described land or tenement and that such land or tenement is in the hands of another named person who does not in good faith claim a right to such possession and yet refuses to abandon the same, it shall be the duty of the sheriff of the county where the land or tenement is located, upon receiving such affidavit, to exhibit such affidavit to the person described as being in possession of such land or tenement at the earliest possible day and to turn such person out of possession unless the person in possession tenders to the sheriff a affidavit stating that he claims, in good faith, a legal right to the possession of the land or tenement.

5. Plaintiff possesses good faith proof that the subject property belongs to the Plaintiff, which is or will be presented to the Superior Court of this county. Plaintiff further states that the Superior Court has jurisdiction to hear disputes regarding land title on the merits and provide **due process** to prevent injustice pursuant to Article VI, Section II, Paragraph II & IV; and Article VI, Section IV, Paragraph I of the Georgia Constitution; O.C.G.A. § 44-11-32 and Sims v. Merritt, A04A2076, (Dec 13, 2004).

6. Plaintiff's Complaint/Claim of property value exceeds the value of \$150,000.00 dollars. Municipal or Magistrate Courts lack the jurisdiction to adjudicate Land Title claims or property disputes beyond the \$150,000.00 jurisdictional limit pursuant to O.C.G.A. 15-10-2(5).

7. Plaintiff- demands the Sheriff Marshall Constable of Dekalb County or their agents to terminate the dispossessory action and allow Possessor to enjoy continued peaceful possession of the property located at 5371 CHARITY WAY, STONE MOUNTAIN, GA 30083. Law enforcement authorities of Dekalb County are bound by their sworn duty not to dispossess Plaintiff pursuant to O.C.G.A. § 44-11-30 and O.C.G.A. § 44-11-32, respectively.

8. This affidavit is being served upon the Sheriff Marshall Constable of Dekalb County, who (1) possesses the designated authority to dispossess a party, (2) possesses the authority to allow a party to remain in possession of a property while the case is being adjudicated and (3) transmit the affidavits, warrant and affidavit to the Clerk of Superior Court of the County in which the property resides for settlement pursuant to O.C.G.A. § 44-11-32 which states:

If the party in possession submits an affidavit as provided in Code Section 44-11-30, the sheriff shall not turn him out of possession but shall leave both parties in their respective positions. In such an event, the sheriff shall return both affidavits to the office of the clerk of the superior court of the county in which the land is located for a trial of the issue before a jury in accordance with the laws of this state.

9. This affidavit is being presented to the Sheriff Marshall Constable of Dekalb County as the designated authority to accept the document on behalf of the resident/homeowner located at 5371 CHARITY WAY, STONE MOUNTAIN, GA 30083 who in good faith indicates that she has a right of possession to the described land and refuses to abandon the same pursuant to O.C.G.A. § 44-11-30.

10. The Sheriff Marshall Constable of Dekalb County is considered a competent entity to administer an oath to the person in possession of the tenement, to insure the possessor has a good faith claim of right to the land or tenement and tender the affidavit to the Clerk of Superior Court of Dekalb County pursuant to O.C.G.A. § 44-11-31.

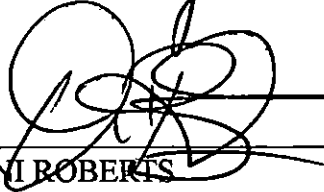
11. Plaintiff also request the initiation of an investigation by the Georgia State Attorney General pursuant to O.C.G.A. §16-8-102 et. seq. and O.C.G.A. §16-8-104 et. seq.

WHEREFORE, to the Sheriff Marshall Constable of Dekalb County, you are to accept this affidavit with the knowledge that Plaintiff proffers a good faith claim of right to 5371 CHARITY WAY, STONE MOUNTAIN, GA 30083; and hereby refuses to abandon the land and to hereby deliver the affidavit to the Clerk of Superior Court of Dekalb County for removal and final adjudication pursuant to O.C.G.A. § 44-11-32 and Sims v. Merritt, A04A2076, (Dec 13, 2004).

WHEREFORE PLAINTIFF/POSSESSOR PRAYS:

- a. The Sheriff Marshall Constable serves the Clerk of Superior Court of Dekalb County with a copy of this affidavit;
- b. Possessor dwells in peaceful enjoyment of her property at the location supra;
- c. Court conducts a trial on the merits;
- d. Defendant shall be responsible for any damage to the property of Plaintiff occurring from Defendants' attempt at possession.
- e. For other relief Court may deem just and proper.
- f. Request Investigation by the District Attorney or Attorney General for Land torts.
- g. For other relief Court deems just.

Respectfully submitted this the 25 day of May 2018.



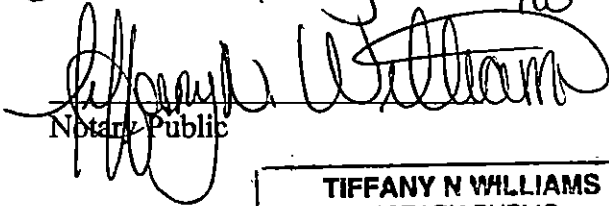
, Plaintiff

ONI ROBERTS

Address: 5371 CHARITY WAY
STONE MOUNTAIN, GA
Phone: (404) 518-6496

Sworn to and subscribed before me this

25th day of May, ~~2016~~ 2018



Notary Public

TIFFANY N WILLIAMS
NOTARY PUBLIC
DeKalb County
State of Georgia
My Comm. Expires Aug. 20, 2018

**IN THE OFFICE OF SHERIFF/MARSHAL/CONSTABLE
OF DEKALB COUNTY**

Oni Roberts,

Plaintiff,

v.

Primestar Fund LTRS, INC

and STATEBRIDGE COMPANY, LLC

Defendants,

§ Hon. Judge: ASHA F. JACKSON

§ Civil Action File Number:

§ 18CV5434

§

§

CERTIFICATE OF SERVICE

Plaintiff-Oni Roberts-Grantor, certify that I have served this Affidavit upon the following parties by certified mail at the following addresses:

Bret Chaness

c/o Rubin Lublin, LLC

3145 Avalon Ridge Place, Suite 100

Peachtree Corners, GA 30071